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Fulton-Montgomery Community
College And Fulmont Assn Of
College Educators

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AGREEMENT

BETWEEN

FULTON-MONTGOMERY COMMUNITY COLLEGE

AND

FULMONT ASSOCIATION OF COLLEGE EDUCATORS

September 1, 1997 - August 31, 2001

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

SEP 02 1998

CONCILIATION

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AGREEMENT, made and entered into this day of 1998, by and between

FULTON-MONTGOMERY COMMUNITY COLLEGE (herein
after referred to as "Employer"),

and

FULMONT ASSOCIATION OF COLLEGE EDUCATORS
(hereinafter referred to as "FACE").

ARTICLE I

REQUIREMENT FOR LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II

RECOGNITION

The Employer hereby recognizes FACE as the exclusive representative of the employees of the Employer in a unit of all full-time employees who hold the rank of Professor, Associate Professor, Assistant Professor, Instructor, Senior Education Support Specialist V, Senior Education Support Specialist IV, Education Support Specialist III, Education Support Specialist II, or Education Support Specialist I and who, in addition, may hold the position titles of Librarian, Associate Librarian, Assistant Librarian, Coordinator of Financial Aid, Coordinator of Student Activities and Director of the College Union, Director of Non-Credit Programs, Coordinator of Continuing Education Projects, Director of Advisement, Counseling, and Testing, Counselor, Director of Career Planning, Registrar, and Coordinator of Athletics; all after created similar non-managerial or non-confidential titles; and all part-time employees teaching credit-bearing courses, and excluding all others. Such recognition shall continue for the maximum period of unchallenged representation allowed by law. The position of Coordinator of Bridge shall be included in the bargaining unit effective October 1, 1998. The position of Director of Work Force Development shall be included in the bargaining unit effective January 1, 1999.

ARTICLE III

DUES DEDUCTION AND OTHER DEDUCTIONS

A. The Employer agrees to deduct dues for FACE from the salaries of those employees who

individually and voluntarily authorize such deductions, in writing. An employee may revoke such authorization at any time by filing a written instrument of revocation with the Employer.

- B. Upon receipt of a written request from FACE, the Employer will deduct from the salaries of employees who have not authorized dues deductions pursuant to paragraph A hereof, an agency fee equal to FACE dues, in accord with the laws of the State of New York.
- C. The deduction of such dues shall be made in the following manner: Annual, Individual FACE membership dues in an amount certified by FACE shall be deducted in eighteen (18) equal installments, beginning with the first pay period in October. No later than two (2) weeks before the first scheduled pay check for October, FACE shall provide the Employer with a list and with the signed original authorizations of those employees who voluntarily authorize FACE dues deductions. Following each pay period in which dues deductions are made, the Employer shall transmit the amount deducted to FACE.
- D. The Employer agrees to continue to deduct employee contributions for U.S. Savings Bonds, Fulton County Teachers Federal Credit Union, tax sheltered annuities and the FACE Scholarship Fund.

ARTICLE IV **NEGOTIATION PROCEDURES**

No later than December 15 of the final year of this Agreement, the parties will enter into good faith negotiations over a successor agreement covering the following year or years.

ARTICLE V **ACADEMIC FREEDOM**

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. This freedom shall include the right to belong to any legal organizations and to promote such organizations, and to hold and make public any way view or opinion involving, but not limited to, social, economic, political, and educational issues. The College also agrees to abide by the Bill of Rights of the Council of the American Library Association as amended June 27, 1967 by the ALA Council.

ARTICLE VI **RESPONSIBILITY**

- A. The major responsibility of an employee is to serve the students in the area of instruction, inclusive of the preparation and presentation of course materials and evaluation of student academic performance in those courses and programs to which they are assigned, and/or to perform such duties as are presently outlined in existing job descriptions or as such job descriptions are hereafter amended. Although research and publication are encouraged and

may be used in evaluation, if applicable, they should not interfere with the effectiveness of the Employee in fulfilling his/her obligations to the students. Employees having outside or part-time employment during the academic year may maintain such activity only with the understanding that it shall not impair their performance as full-time faculty.

- B. Employees are expected to attend all regularly scheduled faculty meetings, committee meetings, and all other official College functions and are expected to serve on College committees.
- C. Employees may be asked to assist in the supervision of student events.
- D. Employees shall meet their classes promptly, as scheduled and should use the full time allotted for the class period.
- E. Technicians I and II who accept teaching responsibilities shall be compensated at the Continuing Education Instructor rate. Technicians III, or higher, who have taught for five years shall be compensated at the Continuing Education Assistant Professor rate beginning in their sixth year of instruction.

ARTICLE VII **PROFESSIONAL WORKSHOPS AND CONFERENCES**

- A. Each year, the Employer shall allocate a sum equal to \$315 (\$351 effective 9/1/97; \$361 effective 9/1/98; \$371 effective 9/1/99; \$381 effective 9/1/00) multiplied by the number of employees in the bargaining unit not on leave, said sum to be utilized for the purpose of employee attendance at professional workshops and conferences. Each employee is entitled to utilize \$315 (\$351; \$361; \$371; \$381) of said sum for such purposes; however, upon the written authorization of another employee and approval of the Dean, such sum may be transferred from one to another employee. Requests for permission to attend such meetings must be submitted to the Dean, if possible, two weeks before the meeting is to convene, giving place and time of meetings, topics to be covered at the meeting, and a summary of expected expenses. In circumstances in which the faculty member attends a meeting as representative or delegate of the College the preceding limitations do not apply.

Verified claims for unreimbursed expenses incurred in connection with attendance at authorized professional workshops and conferences may be made on or prior to August 1 of the fiscal year when the approved function occurred. Reimbursement will be made from the unexpended funds remaining in the faculty travel accounts for the same fiscal year if sufficient and, if insufficient, on a pro rata basis. By May 15 of each year the employer shall provide FACE a statement indicating the fund balance as of April 30 in the Professional Workshops and Conferences account.

- B. When it is necessary for the employee to use private transportation to attend an approved

function, the employee shall receive the higher of the mileage rates of the sponsoring counties per mile for the round-trip distance, calculated via the most direct route from campus to the destination, plus the necessary distance accumulated while attending the event. The employee shall also be reimbursed for road and bridge tolls paid along the route.

- C. A faculty member using his/her own vehicle to teach assigned on-load courses/labs at off-campus sites shall be compensated at the rate set forth above for mileage from the College to the off-campus site or from the employee's home to the site, whichever be shorter.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

- A. Term Appointment: Term appointments shall be for definite, specified periods of time. The service of employees having term appointments shall terminate automatically at the end of the term specified.
- B. Continuing Appointment: A continuing appointment (tenure) shall be a full-time appointment to a position as Professor, Associate Professor, Assistant Professor, or Technician for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with termination policies. A continuing appointment may be granted after the third year of full-time continuous service with the College, but the period may be extended to a maximum of five (5) years. Effective upon ratification of this agreement, not more than one (1) year served on a grant basis will count toward the 3/5 years of term appointments prior to the granting of a continuing appointment.

A technician with five (5) or more years experience at the College who applies for and is appointed to an instructional position of the rank of Assistant Professor or above shall be granted a term appointment and may become eligible for a continuing appointment after a minimum of two (2) and maximum of three (3) consecutive term appointments. If not granted a continuing appointment the individual may elect to return to the technician rank and position previously held.

- C. Non-teaching Personnel: Non-teaching bargaining unit employees are considered members of the faculty for purposes of rank, promotion, tenure and other rights, privileges, and responsibilities and shall:
1. Serve a nine (9) month contract, not to exceed a total of 39 full weeks over a fiscal year;
 2. Receive a minimum period of 3 consecutive weeks to be provided as a vacation time during the period July 1 through August 31;
 3. Will receive Thanksgiving, Christmas, Easter Recess, and approved one-day holidays

as indicated in the College calendar;

4. Will work as required during the intersession/-winter term period;
5. Decisions regarding services of non-teaching personnel during the fiscal year shall be determined by the respective Dean and, where applicable, the immediate supervisor, after discussion with the individual employee.

D. Part-time Employees:

- a. A credit hour bank shall be established of 36 hours per semester that the employer may draw from to reduce the amount of credit hours taught by part-time employees.
- b. A committee of TWO FACE members and TWO members representing the employer shall be established to monitor the credit hours taught by part-time employees.
- c. The employer may request from FACE that additional hours be added to the credit hour bank. Requests to increase the bank must be accompanied by documentation which supports the need for additional hours.
- d. Reasonable requests shall not be denied.
- e.
 1. Part-time employees teaching nine (9) hours or less shall be compensated at the appropriate level for Continuing Education salary or higher and shall be available to students.
 2. Part-time employees teaching ten (10) to eleven (11) hours shall be compensated at a prorated salary based upon placement at the appropriate rank and salary of a full-time employee.
 3. Part-time employees teaching ten (10) to eleven (11) hours shall maintain three (3) office hours per week and are expected to attend division and faculty meetings.
 4. An employee teaching twelve (12) or more hours shall be considered a full-time employee.

E. Existing employees will not be terminated in the event of the Employer's contracting out work previously performed by employees in the bargaining unit.

F. Termination

1. (a) Term Employees: The non-renewal of a term appointment shall not be subject

to the grievance procedure herein.

- (b) Denial of a continuing appointment after five (5) consecutive years of term appointments shall be subject to the grievance procedure hereunder and shall be initiated at Stage Two thereof.

2. Continuing Appointment Employees: The service of an employee on continuing appointment may be terminated for cause by written notice from the Employer. The notice from the Employer must be given early enough so that grievance procedures can be filed under Section "Grievance Procedures for Dismissal."
3. Voluntary Termination: Any employee desiring to terminate his/her services shall file written notice thereof with the President at least sixty (60) days prior to the effective date thereof.
4. Retrenchment (Layoff): When reducing the full-time staff the Employer will give those employees on continuing appointment who are to be affected notice thereof by March 1, prior to the effective date of layoff. Layoffs shall be made within service or program in inverse order of date of original Board of Trustees appointment to the College.

Part-time employees shall be terminated before full-time employees and term appointments shall be terminated before employees on continuing appointment in the program or service affected.

If two (2) persons have the same date of original appointment then rank shall be determinative, and if of the same rank, then date of letter of acceptance of original Board of Trustees appointment shall be determinative of their respective seniority.

In the event a vacancy exists in other academic areas at the time of layoff, affected employees qualified in such other academic areas shall be given priority consideration for employment in such areas.

Laid-off employees on continuing appointment shall, for a period of three (3) years, have a right to be reinstated/recalled in inverse order of his/her layoff to a vacancy for which he/she is qualified. During this period the former position of a laid-off employee will not be filled by a replacement unless the employee has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice. Such notice shall be by Registered or Certified Mail (Return Receipt) addressed to the last address filed in the Office of the President by the employee. If an employee fails to notify the Office of the President, in writing, within one (1) week of receipt of notice of reinstatement/recall indicating acceptance thereof (or within two (2) weeks of

mailing thereof), the employee shall be deemed to have refused reinstatement/recall and the Employer shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.

5. No retrenchment of bargaining unit members on continuing appointment shall occur within the service or program to which an administrator returns during the academic year of such return.
- G. Office Assignment: Assignment and reassignment of faculty offices shall be the responsibility of the Dean in consultation with FACE. All requests for changes in office assignments shall be made in writing to the Dean. Excluding offices of non-teaching professional employees, faculty members as of September 1, 1989 shall retain their current offices unless he/she requests a change in writing to the Vice President/Dean of the College. Rights to faculty offices terminate when the faculty member's employment ceases. The office of a bargaining unit member who is granted a sabbatical leave or extended leave without pay may be made available by the Vice President/Dean of the College for the period of the leave.
- H. Office Hours:
1. Full-time teaching faculty shall maintain at least five (5) posted office hours per week for a student consultation and advisement. Such hours shall be in addition to scheduled classes.
 2. Additional appointment may be made when convenient for the student and faculty member.
- I. Full-time employees whose major responsibility is instruction serve the contract period beginning September 1st and ending on Commencement Day. The total length of this period shall not exceed 41 weeks except as specified in Article VIII-C. Requests for permission to be absent during the period must be made in writing to and approved by the respective Dean.
- J. The regular salary of each full-time employee shall be paid on a bi-weekly basis beginning no later than the second Wednesday in September.

The employee, upon written notice two (2) weeks prior to the first pay period, shall have the option of receiving [1] twenty (20) payments; [2] twenty-six (26) payments; or [3] twenty-six (26) payments, the last six payments with the twentieth pay. Faculty members shall receive the form for this option with the last paycheck prior to Commencement. Faculty who do not return the option form by the above deadline shall receive their salary in the same manner as the previous year.

K. Notice--Appointments, Reappointments and Changes in Status

The Employer shall notify all term employees, in writing, as soon as possible but not later than April 1, of their appointments, reappointments, promotions, changes in status or other changes in the terms or conditions of their position. All employees must respond, in writing, to the above notification within two (2) weeks. The Employer shall notify all employees on continuing contract, in writing, as soon as possible but not later than February 1, of promotions, changes in status, or other changes in terms or conditions of their position.

L. Summer Responsibilities: The Employer shall notify employees of appointment for non-teaching activities during the following summer by April 15. The employee shall respond no later than April 20.

M. For the duration of the Agreement, the Employer will provide secretarial services.

N. Teaching during intersession/winter term shall constitute Continuing Education employment.

O. Employees whose major responsibility is instruction may be required to attend professional activities during five weekdays prior to the first day of classes in the second semester.

P. Prior written consent of the employee and the appropriate Dean is required in all instances of administration initiated transfer of assignment outside the employee's traditional area of specialty or preparation.

ARTICLE IX
FACULTY EVALUATION

A. The Employer will, as a minimum, evaluate the performance of employees as follows:

1. Those on Term appointment, on an annual basis;
2. Those on Continuing appointment, at the discretion of the Employer; and
3. Those requesting evaluation for promotion, in accordance with the terms specified in Article X.

B. A written evaluation will be transmitted to each individual, at the discretion of the Employer or at the request of the employee, no later than December 15 for probationary and promotional applicant employees and January 15 for all other employees.

C. Employees whose responsibility is in teaching will be evaluated in the following areas:

1. Effective teaching;
2. Service to the College;
3. Professional growth;
4. Contributions to the community.

Non-teaching personnel will be evaluated in the following areas:

1. Effective performance of the duties as outlined in their respective job descriptions;
2. Service to the College;
3. Professional growth;
4. Contributions to the community.

D. Effective Teaching as demonstrated by:

1. Detailed course outlines;
2. Written statement of criteria used to evaluate students;
3. A standardized student evaluation survey, selected by the Employer, such as the Student Instructional Report (SIR) produced by the Educational Testing Service (ETS), Princeton, New Jersey. This raw data is to be submitted to the publisher for scoring and the reporting of relevant available statistical information.

Additionally, the College will score and report institutional norms as follows:

- a. by Instructor
- b. by Division
- c. by Class Size
- d. by Course
- e. College-wide.

Upon request, reports will be made available to each member of the faculty regarding his/her personal scores.

4. Classroom observation forms;
5. Employee developed teaching materials;
6. Other instruments mutually agreed upon by the Employer and FACE.

NTP - Effective performance of their duties as outlined in their respective job descriptions.

E. Service to the College as demonstrated by:

1. Fostering College objectives through participation in curricular research, development, review, and modification of programs of instruction, and/or service;
2. Serving as a resource person in an area of specialty through advisory activity with the Employer, committee work, community service, and in professional and disciplinary groups.
3. Providing student services such as advising and supervision of student activities.

F. Professional growth as determined by:

Continued development through professional readings, formal or informal education and training, membership in professional organizations, participating in discussions and other activities to keep abreast of disciplinary developments.

G. Community Service as demonstrated by but not limited to: Participation in local affairs, membership in local groups, and support of community activities.

H. Evaluation Procedures:

1. Upon request, detailed course outlines for each new course and changes in existing courses must be submitted to the appropriate Associate Dean.
2. The Employer will observe each teaching professional and confer with each non-teaching professional in compliance with 1, 2, and 3 contained in Section A of this Article. The Employer will notify the employee in advance of the classroom visitation. A copy of the check list portion of the observation form will be delivered to the employee at the conclusion of the observation and the detailed copy (if any) of the observation form will be given to the employee within five (5) working days of the observation. A follow-up conference may be requested by the evaluator or the employee to discuss the details of the evaluation.
3. On or before the submission of final grades, each teaching employee shall file, with the appropriate Dean, a statement of the techniques used to evaluate student performance. Attached to the statement shall be copies of exams and other methods used to evaluate student performance.

ARTICLE X
PROMOTION PROCEDURES

A. Rank Promotions shall be at the sole discretion of the Employer. The Employer will apply the following criteria in promotion decisions:

1. Effective teaching and/or efficient performance of job duties as demonstrated by, but not limited to the following: Employer, peer, and student evaluations, innovative teaching methods, development of new courses, consistency of service available to the College.
 2. Services to the College as demonstrated by, but not limited to the following:
 - a. Committee work;
 - b. Contributions to the objectives of the College, such as:
 - i. Curricular review and revision;
 - ii. Judgment of peers, etc.
 3. Professional growth as demonstrated by, but not limited to the following:
 - a. Continued course work;
 - b. Advanced degrees and professional training;
 - c. Membership in and involvement in leadership roles of professional organizations, etc.
 4. Community Service as demonstrated by, but not limited to: participation in local affairs, membership in local groups, and support of community activities.
- B. Prior to November 15 an employee may request that he/she be evaluated on the above criteria and be considered for a promotion by the appropriate Dean. The employee who so requests will be provided with a written evaluation to supplement or supplant his/her annual evaluation. Upon request, an employee whose promotion has been denied shall be given a written explanation stating the reasons for rejection.

A follow-up conference may be requested by the employee or the evaluator to discuss the details of the promotion evaluation.

ARTICLE XI **LEAVES OF ABSENCE**

- A. Each employee covered by this Agreement will earn sick leave at the rate of one-and-one-half (1-1/2) days sick leave per month of employment in which the employee works ten (10) or more days to a maximum of twelve (12) days sick leave per (September 1 - August 31) year. Unused sick leave shall be cumulative to a maximum of two hundred (200) days.
- B. When an employee will be absent because of sickness, he/she should get information of the absence to the College switchboard operator as soon as possible.

- C. There shall exist a Sick Leave Bank administered by FACE subject to such regulation as FACE may initiate and as set forth on Schedule C hereto annexed. Matters relating to the Sick Leave Bank administration or benefit entitlement thereunder shall not be grievable.

D. Personal Leave: Each employee will receive three (3) personal leave days per contract year. Notification for use of personal leave shall be made at least 48 hours in advance in writing to the Vice President/Dean except in cases of unforeseen emergency. These days are not cumulative. Unused personal days will be added to accumulated sick leave.

- E. Bereavement Leave: Each employee is entitled to three (3) consecutive days of leave in the event of death in his/her immediate family. Such days are not considered sick or personal leave days, nor are they cumulative from year to year in any form.

- F. Maternity and Child Rearing Leave: The President may grant leave without pay for maternity and child care purposes. This leave benefit, extended to adoptive parents as well as natural parents, is authorized for a maximum of one (1) year.

Leave without pay for child care is granted to either parent on request to the President. If both parents are employees, leave may be split in two separate blocks of leave but not to exceed a combined one (1) year maximum and the two leaves may not be concurrent.

Leave for natural parents may begin from the date of delivery; for adoptive parents, leave computation may begin the date the child is placed in the home up to the effective date of adoption.

A pregnant employee is urged to report the existence of pregnancy to her supervisor as early in the pregnancy as convenient to enable the College to secure a replacement.

A pregnant employee who becomes medically disabled due to pregnancy may be required to submit medical evidence every four weeks relating to fitness to perform her duties.

- G. Jury Duty: Any member of the unit scheduled for jury duty shall be excused from class attendance and other duties for such appearance and duty with pay less compensation received for jury duty.

- H. Sabbatical Leave: All full-time employees covered by this Agreement with six (6) years continuous service with the College are eligible for sabbatical leave for educational study, research and/or travel. The sabbatical leave may be for one school year or one semester. All applications for sabbatical leave together with recommendations as hereinafter provided must be submitted to the Employer no later than eight (8) months prior to the beginning of said leave. The number of employees on sabbatical leave in any academic year will be limited to ten (10) per cent of the members of the bargaining unit, subject to the provision that no more than three (3) additional employees be utilized to provide professional services in replacement

for the employees on sabbatical leave, except in the case of a year where retrenchment of tenured faculty takes effect. In a retrenchment year the number of sabbaticals will be limited to twelve (12) per cent of the members of the bargaining unit based on the year in which retrenchment was announced and tenured employees who are retrenched would be allowed sabbatical leave without regard to years of service, years since the last sabbatical, or further commitment to the College. Retrenched tenured employees choosing to utilize the above sabbatical option must request the sabbatical leave prior to April 1 of the contract year when the retrenchment notice was given. Such employees would receive a sabbatical leave before any returning employee who had applied. An employee on sabbatical leave will receive half pay for a full academic year or full pay for leave for one academic semester. Employees granted sabbatical leave will be eligible for another sabbatical leave following an additional six (6) years of service.

Recommendations for said leaves in order of merit shall be made to the Employer by FACE. Employees granted sabbatical leaves are expected to return to Fulton-Montgomery Community College upon expiration for at least one (1) year. In the event that an employee does not return to Fulton-Montgomery Community College for a one (1) year period after the expiration of his/her sabbatical leave, he/she shall reimburse the College with the full amount of money paid to him/her as salary during his/her leave.

The period of sabbatical leave shall be credited as continuous service for retirement. All fringe benefits such as retirement, insurance, and the like shall continue during the said leave. An employee returning from said leave shall have all rights, rank, and privileges upon return. Any employee who hereafter leaves the bargaining unit to assume a non-bargaining unit position, shall retain but not accumulate years of service for purposes of Sabbatical Leave.

- I. Faculty Status While On Leave: An employee on unpaid leave shall retain, but not accumulate, additional time toward continuing appointment or sabbatical leave. In addition, the employee on return from leave, shall have restored all other privileges enjoyed at the inception of such leave.

ARTICLE XII **MISCELLANEOUS**

- A. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. Any individual arrangement, agreement, or contract between the Board and an individual, heretofore executed, shall be subject to and consistent with the terms hereof. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The parties have had the opportunity and have presented all matters of concern in

negotiations and have negotiated and incorporated the same herein. During the term hereof, neither party shall be required to negotiate any subject matter of any nature whether or not contained or referred to herein.

D. Faculty Personnel Records

1. An employee or his/her designee with written authorization may inspect anything in his/her personnel file upon request.
2. The personnel files kept in the office of the President shall be the official personnel records, except for payroll records, containing all materials relating to performance of professional duties, promotion appointment and retention.
3. Prior to the placement of evaluative material which pertains to the performance of his/her duties in the employee's personnel file, the employee must be given notification and the opportunity to read the contents and to attach any comments or supplementary material he/she may so desire.
4. The employee may add material to his/her file.

E. Employee dependents (husband, wife, and children) are to be granted tuition free entrance for credit, non-credit, or audit to any courses offered by the College, subject to all regular conditions for offering any courses assigned an official FMCC number by the College, subject to all regular conditions for offering any course. Employee tuition waivers will be available only to the items identified as tuition by the College. Dependents of those continuing appointment employees who die or are disabled while in the employ of the College shall, for a period of ten (10) academic years following death or disablement, be granted the foregoing tuition-free benefit.

F. Parking Facilities: Parking spaces equal in number to the employees covered by this Agreement shall be set aside for employee parking. Excepting parking spaces reserved for the handicapped, the spaces shall be located closest to the buildings wherein the employees work. All employees shall be provided, and must display, decals to distinguish their cars from others.

G. Access to Buildings: Faculty shall have access to those buildings on campus in which they have individual responsibility between 7:00 a.m. and 10:00 p.m. on days when the College is in session. On days when the College is not in session, faculty must notify Security of their arrival and departure.

H. Savings Clause: If any provision of this Agreement or any application of the Agreement to any employee(s) shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications

shall continue in full force and effect.

- I. No member of the professional staff shall be required to be on campus when classes are officially cancelled due to inclement weather.
- J. Assignment to teach at off-campus sites shall be made (1) on a voluntary basis; thereafter (2) on an inverse order of seniority basis.
- K. Military Leave. The parties agree that bargaining unit members shall be entitled to military leave as required by Section 242 of the Military Law.

ARTICLE XIII **INSURANCE/RETIREMENT**

- A. The employer agrees to maintain in full force and effect during the term of this Agreement, the existing life and liability insurance coverage with life coverage at two times the annual compensation level.
- B. The employer agrees to maintain in full force and effect during the term of this Agreement, health insurance with beneficial provisions no lesser than those presently existing for employees and dependents. The full premium cost for employee and dependents shall be paid by the Employer. The Employer shall consult with FACE prior to changing insurance carriers.
- C. Employees employed as of and after September 1, 1983, shall contribute twenty-five percent (25%) of the cost of all insurance coverage until tenure, whereupon the Employer shall pay the full premium cost. Employees enrolled in the MVP plan shall change from MVP 5+ to MVP 10+.
- D. The College and FACE agree to establish a Health Insurance Committee to attempt to develop recommendations which will assist the College to control health care costs. The College shall employ a consultant to assist the parties. Any proposed changes in the existing health insurance program must be ratified by FACE. The College may reopen negotiations regarding health insurance issues on or after August 31, 1999.
- E. Early Retirement: Employees may, at their option, elect early retirement effective August 31, 1998 or August 31 of any subsequent year during the term hereof upon [1] reaching fifty-five (55) years of age, or [2] upon attainment of ten (10) or more years of full-time service, in either instance upon the following terms and conditions (in the first year of the Agreement, current FACE members wishing to participate in early retirement must notify the College no later than April 1, 1998):

1. Unless waived by the Employer, irrevocable notice of early retirement in writing subscribed by the retiring employee must be given by the 15th day of October by those employees electing early retirement as of the following August 31st. .
2. Early retirement compensation shall be based on accumulated sick leave and years of full-time service as of the early retirement date and shall be payable no later than the month of January following retirement.
3. Accumulated sick leave shall be payable in accord with the following schedule:

<u>Days</u>	<u>Rate</u>	<u>Maximum</u>
1 - 50	\$10	\$ 500
51 - 100	20	2,000
101 - 150	30	4,500
151 - 180	40	7,200
181 - 200	50	10,000

4. Years of full-time service (September 1 - August 31) shall be payable at the rate of Three Hundred Dollars (\$300) per year.
5. In addition to compensation for accumulated sick leave and years of full-time service, employees with ten (10) or more years of full-time service shall receive up to one-half their base salary immediately prior to retirement to a maximum early retirement compensation benefit (inclusive of sick leave, years of service and salary) of \$15,000; employees with twenty (20) or more years of full-time service shall receive such benefit to a maximum of \$30,000.
6. An employee who, on August 31, 1995, is fifty-five (55) years of age or older, or who will have accumulated ten (10) or more years of service, and who has given timely notice of early retirement shall retire as of August 31, 1997 and be compensated at one hundred percent (100%) of the early retirement incentive provided herein.
7. Employees who, as of August 31 of a year subsequent to 1995, will become fifty-five (55) years of age or who will have accumulated ten (10) years of service and who have given timely notice of early retirement shall retire as of such August 31 and will be compensated at one hundred percent (100%) of the early retirement incentive herein provided.

8. The College will budget up to \$120,000 per budget year for Early Retirement with the amount subject to Clauses Nos. 11 and 12.
9. The number of employees eligible for early retirement each year of this Agreement shall be limited to that number of qualified applicants whose total early retirement incentive compensation do not exceed \$120,000.
10. The faculty applying for Early Retirement shall be ranked according to years of service to the College. In a case of a tie in years of service, present rank will be used. If after considering years of service and rank a tie still exists, date and time of application for Early Retirement will be considered to break the tie.
11. The Early Retirement compensation for each ranked applicant will be computed and removed from the available pool (\$120,000). This process will continue until the next person's Early Retirement compensation exceed the balance in the pool. (Any unused pool balance will not be carried forward to the next year.)
12. Any employees denied Early Retirement due to Clauses Nos. 10 and 11 would be placed at the top of the list for the following year in the same respective order they were previously ranked and would receive 100% of the compensation for which qualified, upon retirement.
13. A committee consisting of the President of Fulton-Montgomery Community College, Chairman of the Fulton-Montgomery Community College Board of Trustees, President of Fulmont Association of College Educators (FACE) and the Vice President of FACE will exist for the purpose of resolving questions of benefit entitlement and ranking conflicts and such other issues as may arise in the implementation of the early retirement incentive provisions. The decisions of the committee are final and binding.
14. The Early Retirement option terminates August 31, 2001.

ARTICLE XIV

GRIEVANCE PROCEDURE

The Grievance Procedure shall be as set forth in Schedule "B" hereto annexed and by this reference incorporated herein.

- C. An employee may be assigned no more than sixteen (16) contact hours per week, unless more than half of the contact hours per week are laboratory hours or physical education activity courses in which case the maximum will be seventeen (17) contact hours per week. Any hours in excess of this will be considered an overload and will be compensated at the appropriate continuing education rate for each hour in excess of either 16 or 17 contact hours as indicated above.
- D. An employee's load will be determined by considering the number of contact hours per week which require distinct preparation, identified by having different course numbers, and by the number of weighted student contact hours determined by multiplying the student contact hours by 1 in a lecture course and by 2/3 for a laboratory period, or by 2/3 for certain courses listed in paragraph E below. An overload will occur where the number of weighted student contact hours exceeds the maximum in the following chart and will be compensated at \$10.00 (\$12.50 effective 9/1/90) per weighted student contact hour. An employee will be compensated at \$10.00 (\$12.50) per weighted student contact hour for the first 50 which exceed the maximum and at \$12.00 (\$15.00 effective 9/1/90) for those in excess of 50. Student contact overloads must be approved by the appropriate Dean, and shall be computed based on enrollment on the census date for each semester as defined by and in compliance with regulations of New York State Audit & Control.

E. <u>Hours of Different Classes per Week</u>	<u>Maximum Weighted Student Contact Hours</u>
9 or fewer	425
10 - 12	375
13 - 14	325
15 or more	275

Classes having a 2/3 weighted factor: All classes designated as Laboratory, Physical Education activity courses, and Recitations.

1. An employee who is assigned a section as an overload will be paid for such assignment at the appropriate extension rate. The weighted student contact hours generated by the overload section will not be used to compute weighted student contact hours or weighted student contact hour overload.
2. The course that constitutes the overload shall be the one assigned to the employee at the time of receipt of the preliminary schedule or, if not applicable, the one assigned subsequent to the preliminary schedule.
3. Any employee having a reduced contact hour load due to academic advisement, will have his/her maximum student contact hour load reduced by a proportionate amount (1/5 for academic faculty advisors each semester).

4. Employees teaching laboratories on overload will be compensated on a one-for-one basis.
- F. Except in instances of available individuals with exceptional qualifications, qualified full-time employees shall be provided the first opportunity on a seniority basis to select one Continuing Education course within his/her discipline per semester for additional compensation. Courses exceeding one course per semester shall be a mutual agreement.
- G. When an employee is absent for an extended period of time (more than one week), a qualified employee may take over the responsibilities of the absent employee and will be compensated at a rate equal to the Continuing Education salary schedule for the total amount of time that the responsibilities were covered.
- H. Administrators shall be permitted to teach credit-bearing courses; however, such instruction shall not cause termination of unit employees.
- I. Teaching faculty may be assigned to teach at night under the following conditions:
1. A faculty member assigned to a course involving a lecture with a laboratory as part of the same course may be assigned to teach two nights per week.
 2. A faculty member assigned to teach either a lecture course or a laboratory without a lecture may be assigned to teach one night a week.
 3. A teaching faculty member shall not be assigned a course on load at night for three (3) consecutive semesters.
 4. If a faculty member is assigned to a course after 6:00 p.m., then that faculty member shall not be assigned a course before 9:00 a.m. the following morning unless that faculty member agrees.
 5. Night assignment shall be distributed among faculty qualified to teach said assignments.
 6. On load at night assignments shall not be used for punitive purposes.
 7. Course assignments in the evening must be scheduled thirty (30) days prior to the first day of class unless that faculty member is scheduled to teach that course that semester.

ARTICLE XVII
SALARIES

Matters relating to annual salaries and matters of economic benefit shall be as set forth on Schedule A hereto annexed.

ARTICLE XVIII
DURATION OF AGREEMENT

This contract shall be effective as of September 1, 1997 and shall continue in effect through August 31, 2001.

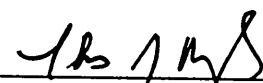
By mutual consent the parties to the Agreement may discuss and negotiate items which arise during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article IV of this Agreement. Amendments resulting from such negotiations shall take effect when approved by the appropriate parties, or at such other time as may be mutually agreeable to the parties.

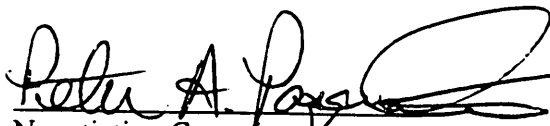
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives in the manner following as of the day and date first written above.

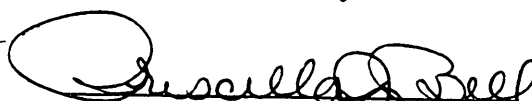
FACE:

FULTON-MONTGOMERY COMMUNITY
COLLEGE:


President


Chairman, Board of Trustees


Negotiating Committee


President

SCHEDULE A

A. Salary Increases and Ranges

1. Increases.

Effective 9/1/97, the 1997-98 base annual salary of returning bargaining unit members shall be increased by two and one-half percent (2.5%) plus \$112.00 for the 1997-98 year.

Effective 9/1/98, the 1998-99 base annual salary of returning bargaining unit members shall be increased by two and one-half percent (2.5%) plus \$115.00 for the 1998-99 year.

Effective 9/1/99, the 1999-00 base annual salary of returning bargaining unit members shall be increased by two and one-half percent (2.5%) plus \$118.00 for the 1999-00 year.

Effective 9/1/00, the 2000-01 base annual salary of returning bargaining unit members shall be increased by two and one-half percent (2.5%) plus \$121.00 for the 2000-01 year.

2. Ranges.

Employees presently and/or hereafter employed shall be compensated at salary levels within the following ranges applicable to their respective rank or title. There are no specific steps.

Rank/Title	1997-1998	1998-1999	1999-2000	2000-2001
	<u>Min</u> <u>Max</u>	<u>Min</u> <u>Max</u>	<u>Min</u> <u>Max</u>	<u>Min</u> <u>Max</u>
Ed. Support Specialist I	22,763-31,673	23,447-32,580	24,151-33,513	24,876-34,472
Ed. Support Specialist II	25,738-35,545	26,496-36,549	27,276-37,581	28,079-38,642
Ed. Support Specialist III	31,338-41,817	32,236-42,977	33,160-44,169	34,110-45,394

Sr. Education Support Specialist IV	36,625-50,618	37,656-51,998	38,715-53,416	39,804-54,872
Sr. Education Support Specialist V	43,351-57,645	44,550-59,201	45,782-60,799	47,048-62,440
Instr.	31,338-41,817	32,236-42,977	33,160-44,169	34,110-45,394
Assist. Prof.	36,625-50,618	37,656-51,998	38,715-53,416	39,804-54,872
Assoc. Prof.	43,351-57,645	44,550-59,201	45,782-60,799	47,048-62,440
Professor	49,467-63,999	50,819-65,714	52,207-67,475	53,633-69,283

The ranges set forth in Paragraph A hereof relative to base salaries only.

3. When it becomes necessary to contract services of employees covered by this Agreement, before or beyond the limits of the Agreement, said employees will be compensated at a per diem rate of 1/205 of the employee's annual salary.
4. Promotions (effective September 1, 1994).
 - a. Promotions will not, under any circumstances be considered automatic.
 - b. A faculty member promoted to a higher rank whose current salary is below the minimum of the higher rank, shall be moved to the minimum of the higher rank and then receive the negotiated increase for the higher rank.
 - c. A faculty member whose promotion was effective between 1989 and 1994 shall receive the negotiated increase of the higher rank, plus the sum of Eight Hundred Dollars (\$800.00) and for each of four (4) years thereafter receive additional sums of Eight Hundred Dollars (\$800.00). In the sixth year, if necessary, said bargaining unit member shall receive fifty percent (50%) of the difference between his/her salary and the maximum salary of his/her rank and in the seventh year, if necessary, the balance of the difference between his/her salary and the maximum salary of his/her rank.
 - d. A faculty member promoted effective September 1, 1995 shall receive the negotiated increase of the higher rank plus the sum of Eight Hundred Dollars (\$800.00) and shall in each of the four (4) years thereafter receive additional sums of Eight Hundred Dollars (\$800.00). The promotional stipend shall be added to the base salary.

5. Continuing Education Salary Schedule

<u>Rank</u>	<u>Salary Per Semester Hour</u>			
	1997-98	1998-99	1999-00	2000-01
Instructor	\$521.00	\$536.00	\$551.00	\$566.00
Assistant Prof.	\$544.00	\$559.00	\$574.00	\$589.00
Associate Prof.	\$560.00	\$575.00	\$590.00	\$605.00
Professor	\$588.00	\$603.00	\$618.00	\$633.00

One (1) additional hour of remuneration will be paid according to the above schedule in those instances where the contact hours for a Continuing Education course exceed the semester hours for that course.

6. Coaching Salaries

An index based on the amount of time and responsibility required of each coach is listed below:

Cross Country	3	Tennis	2
Soccer	5	W. Basketball	3.5
Swimming	5	Softball	2
Wrestling	5	Volleyball	3
Basketball	7	W. Tennis	2
Skiing	2	Baseball	1.5
Golf	2	Cheerleading	2
Bowling	2	Track	2
Trainer	5		

The salary for each coach will be the product of the Index and the Instructor rate for continuing education.

The salary of assistant coaches shall be one-half of the Index of the coach times the appropriate Instructor's rate for continuing education. The employer is responsible for the assignment of coaches and their assistants.

7. At such times as FACE shall institute a contributory optical/dental program for its membership, the Employer will provide premium payroll deduction for those participating employees upon receipt of the employee's written authorization.

SCHEDULE B

GRIEVANCE PROCEDURE

Section I - Declaration of Purpose

It is the purposes of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section II - Definitions

- A. A Grievance is an allegation by an employee covered by this Agreement, that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, an arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies of the Board related to the terms and conditions of employment.
- B. The term supervisor shall mean any immediate superior or other administrative or supervisory officer responsible for the area in which alleged grievances arise except for the Chief Executive Officer.
- C. The Chief Executive Officer is the President of the College.
- D. FACE shall mean Fulton Association of College Educators.
- E. Aggrieved Party shall mean FACE and/or any persons or group of persons in the negotiating unit filing a grievance.
- F. Party-in-Interest shall mean FACE and any party named in a grievance who is not the aggrieved party.
- G. Grievance Committee is the committee created and constituted by FACE.
- H. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III - Procedures

- A. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

- B. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the faculty member and FACE.
- C. If a grievance affects a group of employees, it may be submitted by the Association directly at Stage 2.
- D. The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty without loss of pay. Reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- E. The employer will facilitate any investigation which may be required and will make available, upon request of any aggrieved party, and all material and relevant documents, communications and records concerning the alleged grievance. The employer shall not be required to create and/or compile data and/or information.
- F. An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceeding made at each stage of the grievance procedure.
- G. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the employer against the aggrieved party, any party-in-interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation herein.
- H. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Employer and FACE. The Employer shall have the forms agreed upon printed and distributed to the members of the unit to facilitate operations of the grievance procedure.
- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and FACE has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be

binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- K. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by FACE, the hearing officer making the decision will cause to be served upon FACE a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee simultaneously with the rendering of the decision by the Hearing Officer. FACE may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.
- L. The Grievance Committee shall be entitled to at least two (2) working days advance notice from the Hearing Officer of all hearings on all grievances in which the aggrieved party is not represented by FACE. Such notice shall include copies of all documents in the possession of the Hearing Officer and FACE shall be entitled to participate in and express its position and offer proof.
- M. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if FACE is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and provided further that Stage 3 of this grievance procedure shall be available only to FACE and those aggrieved parties represented.
- N. Any and all notices which this grievance procedure requires to be given to the Employer may be delivered to the Chief Executive Officer of the Fulton-Montgomery Community College or, in his/her absence, to the person then in charge of his/her office.

Section IV - Time Limits

- A. Every effort will be made by all parties to expedite the grievance process. The time limits specified for either part may be extended by mutual agreement.
- B. Grievances will be forwarded at the first available stage within thirty (30) working days after the employee actually knew of the act or condition on which the grievance is based.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the Employer will notify FACE and the aggrieved party of the expiration of the said basic time limit. FACE and/or the aggrieved party may then appeal within five (5) days after receipt of said notice. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

- D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and FACE, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.
- E. In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the College term or as soon thereafter as possible.

Section V - Stages of Grievance Procedure

A. Stage 1A: Supervisor-Informal

An employee having a grievance will discuss it with his/her supervisor, either directly or through a representative with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

Stage 1B: Supervisor-Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party-in-interest, render a decision thereon in writing and present it to the aggrieved party, his/her representative, and FACE. At the conclusion of Stage 1 the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

B. Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party or his/her representative shall, within fifteen (15) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within two (2) working days, after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall set a date for a hearing and notify the aggrieved party and the Grievance Committee or its representative and all other parties in interest of said date, and hearings will be commenced within five (5) days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within five (5) working days after the conclusion of the hearing.

C. Stage 3: Binding Arbitration

1. If an aggrieved party represented by FACE and FACE are not satisfied with the decision at Stage 2 and FACE determines that the grievance is meritorious, the Grievance Committee may, within fifteen (15) working days of the decision at Stage 2, submit the grievance to the American Arbitration Association for the selection of an Arbitrator.
2. The parties will then be bound by the rules and procedures of the American Arbitration Association.
3. The Arbitrator shall have no power or authority to make any decisions which require the Commission of an act prohibited by law or which is violative of the terms of this Agreement.
4. The decision of the Arbitrator shall be final and binding upon all parties,
5. The costs for the services of the Arbitrator, including expenses if any, will be borne equally by the Employer and FACE.

Section VI - Grievance Procedures for Dismissal

- A. Any employee alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of [law,] this Agreement, [policies, rules, by-laws, regulations, directions, order, work rules, procedures, practices or customs of the Employer, or violates any other constitutional or legal right or academic freedom] shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by submitting to the Grievance Committee.
- B. In the processing of grievances for dismissal of an employee on continuing appointment, the burden of proof shall be upon the Employer to show adequate cause for its action.
- C. In the processing of grievance for non-reemployment of an employee on a term appointment, the burden of proof that the non-reemployment violated the employee's academic freedom or rights under Article 14 of the Civil Service Law shall be upon the employee.
- D. Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Employer shall present reasonable detailed and formally written charges to the aggrieved party.

SCHEDULE C

Sick Leave Bank

Each full-time employee has had the option to donate three (3) sick leave days to the Sick Leave Bank for use by contributing employees whose sick leave has been depleted.

The Employer's financial officer shall be a member of the FACE Sick Leave Bank Committee.

Withdrawals from the Bank shall be permitted only after written application and medical justification in accord with standards established by FACE. The Employer may, at its option require a second medical opinion prior to paying or continuing payment of Sick Leave Bank days.

Days withdrawn shall be days (Monday-Friday) on which the recipient, except for the reason for absence, would be regularly scheduled to work.

FACE shall annually provide the Employer a detailed written statement of the bank's condition including identification of those contributing and withdrawing.